

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

*Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant William-Lynn-James, Inc. 11711 North Meridian St. Carmel, IN 46032		2. Registration No. 5272
3. Name of foreign principal Blue Water Bridge Authority	4. Principal address of foreign principal Bridge St., Point Edward, Ontario Canada N7V 4J5	

5. Indicate whether your foreign principal is one of the following:

☒ Foreign government

☐ Foreign political party

☒ Foreign or domestic organization: If either, check one of the following:

☐ Partnership

☐ Committee

☒ Corporation

☐ Voluntary group

☐ Association

☐ Other (specify) _____

☐ Individual-State nationality _____

028772

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant. Blue Water Bridge Authority

b) Name and title of official with whom registrant deals. Dan Elash

7. If the foreign principal is a foreign political party, state:

a) Principal address. INAPPLICABLE

b) Name and title of official with whom registrant deals.

c) Principal aim

8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal

Managing the Blue Water Bridge.

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☒ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

#1: The assets managed by the Blue Water Bridge Authority are owned, in part, by the Canadian Government.

* Customs & Immigrations staff are tenants of Blue Water Bridge and salaries are paid by Government of Canada.

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

The Duly Constituted Board of Directors of the Authority and the Business Manager, Dan Elash.

Date of Exhibit A

8-12-98

Name and Title

Garry J. Petersen
Economist

Signature

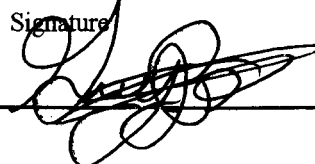


Exhibit B
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, an amended

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant William-Lynn-James, Inc.	2. Registration No. 5272
3. Name of Foreign Principal Blue Water Bridge Authority	

Check Appropriate Boxes:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.
1. Conduct long-range planning and economic analysis.
 2. Explain the findings of the long-range planning to various group

Formerly OBD-65

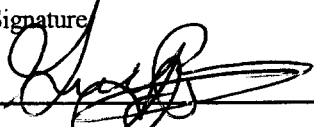
CRM/ISS/REGISTRATION UNIT
98 AUG 19 PM 3:07

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

1. Review U.S. Corporate law.
2. Review state statutes.
3. Analyze transportation policy legislation.
4. Analyze transportation flow.
5. Review state policy related to transportation.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Date of Exhibit B 8-12-98	Name and Title Garry Petersen, President	Signature 
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Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political interests, policies, or relations of a government of a foreign country or a foreign political party.

PROFESSIONAL SERVICES FEE AGREEMENT

WILLIAM-LYNN-JAMES, INC.

THIS AGREEMENT, entered into on this date, the 1st day of August, 1998, by and between the Blue Water Bridge Authority (hereinafter called the "Client") and the Firm of William-Lynn-James, Inc. (hereinafter called the "Firm").

COPY

WITNESSETH:

WHEREAS, the Client desires to obtain professional services from the Firm of William-Lynn-James, Inc.

WHEREAS, the Firm is willing to provide professional services to promote and to enhance the Client's ability to advance his or her concerns, and

WHEREAS, the Client has expressed his willingness to enter into an agreement with the Firm, whereby the Firm will provide professional services to promote and enhance the Client's ability to address these concerns:

NOW THEREFORE, the parties hereto do mutually agree as follows:

William-Lynn-James, Inc. has agreed to represent the Client in these above stated matters and to perform the specific scope of services outlined in Exhibit "A" which is fully incorporated herein by reference. The Client and Firm, in the interests of promoting a strong, professional relationship and preventing misunderstanding, agree that representation will be furnished, and fees and expenses charged to the Client upon the following terms:

1. RETAINER. No retainer is required.

2. CHANGES. The Client may, from time to time, require changes in the scope of services to be performed. If such changes require work to be redone or require additional work, the Firm's compensation shall be increased by an amount which is mutually agreed upon by and between the Client and the Firm. Work or representation outside of the scope of services shall be billed by applying the appropriate hourly rate to time spent rendering service work on the Client's matters and concerns. The Client shall not be obligated to pay for different changes in work or for representation outside the scope of services unless the Client has given prior written approval.

3. TIME. The Firm will record time spent rendering representation and working on the Client's matters in increments of one-tenth (1/10) of an hour. Time spent rendering representation and working on Client's matters include office conferences, telephone calls and written correspondence.

4. FEES CHARGED. The Firm agrees to furnish representation to complete the scope of services in Exhibit A, subject to the limitations set out in Exhibit A.

5. ADVANCES. The Firm stipulates that no advance is required for completing this project.

6. REIMBURSABLE EXPENSES. Reimbursable expenses are outlined in the scope of services, subject to the limitations set out in Exhibit A.

7. BILLING. The Firm will bill the Client for the retainer, expenses and for the final product. The Client agrees to pay in full the amount of the statement within thirty (30) days, subject to the Client's right to terminate this Agreement.

8. DESIGNATED REPRESENTATIVE FOR THE CLIENT. The Client shall designate a project officer authorized to act on the Client's behalf with respect to the project and the scope of services. Said project officer will be Dan Elash. His designee shall be Board president in his absence.

Name: Dan M. Elash

Name: SAME

Address: Bridge Street, Point

Address: ↓

Edward, Ontario, Canada N7V 4J5

Phone: (519) 336-2720

Phone: _____

Fax: (519) 336-7622

Fax: _____

9. SERVICES TO BE FURNISHED BY THE CLIENT. The Client agrees to make members of its Board of Directors available from time to time to meet with the Firm and its project staff in order to facilitate the collection of background information and the highlighting of issues and problem areas which need to be addressed as a part of the project. The Client agrees to work in good faith with the Firm in developing the necessary information for the project. Prompt written notice shall be given by the Client to the Firm if the Client becomes aware of any fault or defect in the project or non conformance with the contract.

10. TECHNICAL SERVICES FURNISHED BY THE CLIENT. In order for the Firm to perform its scope of services, the Client shall provide the Firm data and information for the project in a timely manner. The Firm assumes no financial or technical responsibility for material or data supplied by the Client.

11. **TERMINATION AND WITHDRAWAL OF REPRESENTATION.** The Client agrees and stipulates that non-payment of any portion of fees, expenses, costs or advances charged past sixty (60) days from the date of the original statement is a compelling circumstance justifying the Firm's termination and withdrawal of representation. In addition, the Firm may terminate and withdraw from representation of the Client if the Client refuses to advance sums for expenses and costs for items or services which the Firm deems to be necessary for proper representation of the Client's interests.

12. **TERMINATION OF AGREEMENT FOR CAUSE.** If, through a cause, either party shall fail to fulfill in a timely and proper manner its obligations under this agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this agreement, either party shall thereupon have the right to terminate this agreement by giving written notice to the party in noncompliance or violation hereof of such termination and specifying the effective date, reason for such action thereof, which shall be at least sixty (60) days after the date of such notice.

13. **CONFLICT RESOLUTION.** When a dispute arises, the parties are expected to act in good faith to make a reasonable effort to resolve the dispute without resorting to litigation.

14. **COSTS OF COLLECTION/ATTORNEY'S FEES.** In the event that the Firm or the Client finds it necessary to undertake collection of the unpaid balance of fees, expenses, costs or advances charged, both shall be entitled to recover reasonable costs of collection, termination, and attorney's fees.

15. **WARRANTIES.** The Firm makes no warranties and does not represent or intend that its representation or services to the Client can be used for any other purpose or application other than the general description stated in this agreement and in the scope of services. The Client may use said information at his discretion. The services to be performed by the Firm under this agreement are intended solely for the benefit of the Client. Nothing contained herein shall confer any rights upon or create any duties on the part of the Firm toward any person or persons not a party to this agreement.

16. **CONFIDENTIALITY.** All material developed on behalf of the Client will be kept confidential and will be released only to the Client or to a designated representative, so designated by the Client.

17. **TIME OF PERFORMANCE.** The services to be performed hereunder by the Firm shall be undertaken and completed in such a manner as to assure their expeditious completion as outlined in the attached scope of services.

18. **REVIEW.** The Client shall have a thirty (30) day period in which to review recommendations in draft form and submit comments to the Firm.

19. **RECORDS AND INSPECTIONS.** The Firm and the Client shall maintain full and accurate records with respect to all matters covered under this agreement. The Client and the Firm shall have access at all proper times to such project records, and the right to examine and audit the same at Client expense, and to make transcripts therefrom at Client expense, and to inspect all program data, contracts, certificates, purchase orders, documents, proceedings, and activities. All such records shall be maintained by the Firm for three (3) years.

20. **PUBLICATION, REPRODUCTION, AND USE.** The Client may reproduce, publish, distribute, and use any submitted report, data, or materials, in whole or in part. The Firm may not reproduce, publish, distribute, or use submitted reports or materials produced as part of this project without the prior written consent of the Client.

21. **AMENDMENT.** This Fee Agreement may be amended only by written agreement between the Client and the Firm.

22. **COUNTERPARTS OF THE CONTRACT.** This Fee Agreement shall be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute the same instrument.

23. **APPLICABLE LAW.** This agreement shall be construed in accordance with the laws of the State of Indiana. If any provisions of this agreement are held invalid, the remainder of this agreement shall not be affected thereby, if the remainder is in conformity of the terms and requirements of applicable U.S. and Canadian law.

24. **CONSTRUCTION.** This agreement sets forth the entire agreement between the parties. Should any provision of this agreement be void or unenforceable, such provision shall be deemed omitted, and this agreement with such provision omitted, shall remain in effect.

25. **ASSIGNMENT OF RIGHTS.** This agreement and any rights thereunder, unless otherwise provided for herein, may not be assigned by any party without the written consent of the other parties.

26. **WILLIAM-LYNN-JAMES, INC. NOT LIABLE TO THIRD PARTIES.** William-Lynn-James, Inc. shall not be obligated or liable hereunder to any party other than the Client, or be liable for any act by third parties working on behalf of the Client or with the Client.

27. **NOTICE.** Any notice permitted or required under the provisions of this agreement given or served by any of the parties hereto shall be in writing and signed in the name of, or on the behalf of the party serving the same. The Firm desires that notices to it be given or served to Garry Petersen, Project Manager, William-Lynn-James, Inc., P.O. Box 2772, Indianapolis, IN 46206-2772. The Client and the Firm shall give prompt written notice to each other whenever they observe or become aware of any defect in the scope of work or non conformance with the contract.

28. **CONTRACT DELAYS.** If the project is delayed by the Client for more than thirty (30) days, the Firm shall be entitled to a change order extending the Firm's time of performance and will be entitled to suspension, termination, extension or abandonment rights as provided herein. Fee increases shall be limited to and based upon the Firm's reasonable cost to restart the scope, reassign personnel and commence providing services.

29. **CONTRACT SUSPENSION OR ABANDONMENT.** If the contract is suspended or abandoned by the Client for more than thirty (30) days, the Firm shall be compensated for services performed prior to notice of such act. When the contract is resumed, the Firm's compensation shall be equitably adjusted to provide for expenses incurred in the interruption of the scope as outlined in this agreement. The Client may terminate this Agreement with thirty (30) days written notice if funding is not available.

30. **FISCAL CERTIFICATION.** The Client certifies by signature herein that sufficient funds are available to pay the retainer.

31. **FEDERAL OR STATE LAW.** Notwithstanding any other provisions hereof, nothing herein shall require the Firm to observe any other act or do any other service in contravention of any applicable federal or state law.

32. **BINDING EFFECT.** This agreement shall inure for the benefit of and be binding upon the parties, their legal assigns, and representatives.

33. **EMPLOYMENT OF THE FIRM.** The Client hereby agrees to engage the Firm and the Firm hereby agrees to perform the services hereinafter set forth in connection with the scope of services as outlined by the Client.

34. **NON-DISCRIMINATION CLAUSE.** Pursuant to U.S. and Indiana code, the Firm and its subcontractors, if any, shall not discriminate against any employees or applicant for employment to be employed in the performance of this contract, with respect to his/her hire, tenure, terms, conditions or privileges of employment, or because of his/her race, color, religion, sex, handicap, national origin or ancestry.

35. **PRINTING.** Printing costs for any reports produced by the Firm will be paid for by the Client. Assistance will be provided throughout the printing process in decisions related to quality, printing costs, and management of the process.

36. **PROFESSIONAL RESPONSIBILITY.** Nothing in this agreement shall be construed to interfere with or otherwise affect the rendering of services by the Firm in accordance with the independent judgment of the principals of the Firm. The Firm will provide services in a good and professional manner and in accordance with generally accepted practices.

37. INTERPRETATIONS AND CLARIFICATIONS. The Firm shall confer with the Client before issuing interpretations or clarification of documents prepared by the Firm and shall request the recommendation of the Client before providing interpretations or clarification of data, or other submissions of the Client, or of change orders and change directives affecting the project.

38. COMPLETENESS OF CONTRACT. This contract and Exhibit A, and any additional or supplementary document or subcontracts or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part hereof shall have any validity or bond any of the parties hereto.

EXHIBIT A

Scope of Services

Timeline

William-Lynn-James, Inc., within a 90 day time period from the date of commencing representation, will bring to the General Manager a series of long-range planning recommendations to promote the interests of the Authority.

Scope of Services

1. Activities conducted by William-Lynn-James, Inc. to promote the interest of the Blue Water Bridge Authority:
 - A. The Firm will monitor all public domain documentation relative to the interests of the Authority as it relates to transportation issues in the U.S. and Michigan.
 - B. The Firm will coordinate efforts to promote and heighten the public awareness of the importance of the Blue Water Bridge as an international crossing.
 - C. The Firm will assemble a public policy briefing team to brief provincial and federal authorities about the international importance of the Blue Water Bridge as an international crossing.
 - D. The Firm will collect background information on the privatization movement in Michigan as it relates to state government transportation issues.

2. Public Policy and Governmental Affairs

- A. The Firm will provide input into policy strategies to promote the interests of the Blue Water Bridge Authority.
- B. The Firm will expand the support for developing highway connections to the Blue Water Bridge Crossing at the direction of the Board of Directors.
- C. The Firm will provide recommendations to expand the support for the Blue Water Bridge beyond the crossings impact area and build working relationships with other infrastructure groups throughout the United States.

Expenses

Hotel, travel, federal registration, filing fees, state filing fees, printing, and postage expenses will be the responsibility of the Client. The Client has the responsibility of paying for any conference fees or event fees. Said expenses will be billed on a monthly basis in U.S. dollars. The Firm, prior to incurring expenses over \$600.00 (U.S.) in any given month, will seek prior written authorization from the General Manager. If such prior written authorization is not obtained, I will not be obligated to reimburse the Firm for such expenses. Mileage will be charged to the client based on U.S. IRS Guidelines and Standards. A flat fee of \$40.00 (U.S.) per month will be paid in telephone expenses. A flat fee of \$35.00 (U.S.) per month will be paid for Internet services.

Fees

The cost to the Client, excluding expenses listed above, shall be paid to the Firm based on a monthly retainer of \$3, 400.00 (U.S.). This fee agreement reflects a base representation of 20 hours per month. For services rendered in Washington D.C. and Ottawa, Canada, the Firm will charge the Client its principal rate of \$150 per hour (U.S.), not to exceed 8 hours per day. The fee structure for this project for services outside of the scope is:

International Corporate\Legal	\$225/hour (U.S.)
Principle	\$150/hour (U.S.)
Associate	\$ 85/hour (U.S.)
Secretarial	\$ \$10/hour (U.S.)
Research	\$ \$55/hour (U.S.)

The Client shall not be obligated to pay more than the monthly retainer of \$3,400.00 (U.S.) In any given month unless prior written approval is given from the General Manager to the Firm, excluding expenses listed above in expenses.

Termination of Services

The Client may, at any time, by written notice to the Firm, terminate this arrangement and thereafter, the Client will be responsible only for payment of services incurred up to the date of the notice, but no further responsibilities thereafter. This notice may be given by fax, E-Mail or by registered mail.

Summary of Services

The overall responsibility of the project will be under the direction of Garry Petersen. Garry Petersen will be assisted by Dr. David Reed, Rebecca Meyer, Mark Davis, Michal McElwain, and John Molitor. The Firm will work closely with the General Manager and the Board of Directors of the Blue Water Bridge Authority to develop a strategy to address the issues of privatization and other related issues as outlined in this scope. The estimated cost of representation to complete this scope of services is \$40,800.00 (U.S.) in professional fees and \$900.00 (U.S.) in telecommunication and Internet fees. Additional registration, event, and travel costs are anticipated.